

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

SEARS HOLDINGS CORPORATION, *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 18-23538 (RDD)

(Jointly Administered)

**ORDER ON SECOND MOTION FOR AN ORDER ESTABLISHING  
STREAMLINED PROCEDURES GOVERNING ADVERSARY PROCEEDINGS  
WITH TOTAL IN CONTROVERSY LESS THAN OR EQUAL TO \$500,000  
BROUGHT BY THE DEBTORS PURSUANT TO SECTIONS 502,  
547, 548 AND 550 OF THE BANKRUPTCY CODE**

Upon the *Second Motion for Orders Establishing Streamlined Procedures Governing Adversary Proceedings Brought by the Debtors Pursuant to Sections 502, 547, 548 and 550 of the Bankruptcy Code*, dated February 7, 2020 (the “**Motion**”),<sup>2</sup> filed by Sears Holdings Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**” or “**Plaintiff**”) by and through their undersigned counsel, for

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816). The location of the Debtors’ corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them as in the Procedures Motion.

entry of, among other things, a procedures order (the “**Procedures Order**”) establishing streamlined procedures governing adversary proceedings pertaining to total transfers of less than or equal to \$500,000 brought by the Debtors pursuant to Sections 502, 547, 548, and 550 of the Bankruptcy Code identified in **Exhibit 1** annexed hereto (each an “**Avoidance Action**,” collectively, the “**Avoidance Actions**”); and the Court having jurisdiction to consider and determine the Motion as a core proceeding in accordance with 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion and the opportunity for a hearing thereon having been provided in accordance with the Amended Order Implementing Certain Notice and Case Management Procedures, dated November 1, 2018 (D.I. No. 405), including, as represented by counsel for the Debtors, the parties to the Avoidance Actions; and it appearing that no other or further notice need be provided; and the only objection to the Motion having been withdrawn; and the Court having determined that no hearing on the Motion is required; and, after due deliberation, the Court having determined that the legal and factual bases set forth in the Motion establish good and sufficient cause for the relief granted herein and that such relief is in the best interests of the Debtors, their estates, their creditors and all parties in interest in that it will facilitate the prompt, economical and fair determination and resolution of the Avoidance Actions; now, therefore,

**IT IS HEREBY ORDERED THAT:**

1. The Motion granted as provided herein.
2. All parties to the Avoidance Actions shall be governed by the procedures attached hereto as **Exhibit 2** (the “**Avoidance Action Procedures**”) and incorporated herein by reference, which Avoidance Action Procedures are hereby approved and shall govern the

Avoidance Actions, effective as of the date of this Order.

3. The time periods set forth in this Order and the Avoidance Action Procedures shall be calculated in accordance with Bankruptcy Rule 9006(a).

4. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

5. This Order shall be effective immediately upon its entry.

Dated: March 19, 2020  
White Plains, New York

/s/Robert D. Drain

THE HONORABLE ROBERT D. DRAIN  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**  
**CASE LIST**

<b>Defendant Name</b>	<b>Adversary Number</b>
1928 Watch Company dba 1928 Jewelry Company	20-08209
24 Seven, LLC	20-08210
4Imprint, Inc.	20-08575
A S Caribe Drywall Inc.	20-08576
AA Roofing Contractor Corp.	20-08577
AAD Garage Door Solutions Inc.	20-08578
Aaron S Floor Covering Inc.	20-08579
Abellas Heating & Air	20-08855
Ability Maintenance, Inc.	20-08211
Abraham Custom Creations, Inc.	20-08580
Absolute Heating & Airconditioning Inc.	20-08856
Accounting Principals, Inc.	20-08581
Aceves Roofing Services, Inc.	20-08212
Adesso-Madden, Inc.	20-08213
Advance Local Media LLC	20-08582
Advance Publications, Inc. dba The Republican	20-08215
Advanced Air Conditioning, Inc.	20-08583
Advanced Building Controls, Inc.	20-08584
Advanced Surfaces, Inc.	20-08217
Affinity Kitchen Design Group, Inc.	20-08218
Affordable Granite Concepts Inc.	20-08857
Air Experts Inc.	20-08585
Air Master Awning LLC	20-08220
Air Pro Heating & Cooling	20-08858
Air Specialities of OK LLC	20-08586
Aire Pure Inc.	20-08587
AK Studio, LLC	20-08588
Akorn, Inc.	20-08225
Alban Gaba Inc	20-08226
Alfaro	20-08835
Allway Tools, Inc.	20-08589
Altaba Inc. fdba Yahoo! Inc.	20-08228
Amazon Advertising LLC fdba Amazon Media Group LLC	20-08230

American Door And Dock Inc.	20-08859
American Health Kennels, Inc.	20-08590
American Oak Preserving Company, Inc.	20-08232
American Telecast Products, LLC	20-08234
American Textile Company, Inc.	20-08235
Anda, Inc.	20-08237
Angie's List, Inc.	20-08239
Anglo American Enterprises Corp.	20-08240
Appliance And Refrigeration Services Inc.	20-08860
Appliance Installations by Special D, LLC	20-08241
Appliance Parts Imports Inc.	20-08592
Applied Staffing Solutions, LLC	20-08593
APR Supply Co.	20-08594
Archon Energy Solutions	20-08861
Archway Incorporated	20-08242
Artic Glacier U.S.A., Inc.	20-08243
ASG Technologies Group fdba Allen Systems Group, Inc.	20-08244
ASPAC Distributors Inc.	20-08595
Aspen Marketing Services, LLC	20-08247
ASW, LLC dba American Sportworks	20-08248
B & M Seasonal Services LLC	20-08596
B. Fernandez & Hnos., Inc.	20-08251
B.A. Bull, Inc. fdba Cam Connections, Inc.	20-08252
Bacon-Universal Company, Inc.	20-08253
Baggs Landscaping & Maintenance Inc.	20-08597
Baiden	20-08940
Bankers Warranty Group	20-08598
Bay Custom Countertops Inc.	20-08255
BBT Logistics, Inc.	20-08257
Beacon Sales Acquisition, Inc. dba Roofing Supply Group	20-08260
Beaux Merzon, Inc.	20-08261
Beiersdorf, Inc.	20-08265
Bell	20-08825
Bella Stones, Inc.	20-08599
Bellows International Ltd	20-08266
Benachour	20-08732
Benitez Hermanos, Inc.	20-08268
Benoit Construction Group LLC	20-08600
Bertch Cabinet Mfg., Inc.	20-08208

BFG Supply Co., LLC.	20-08269
Bienes Construction LLC	20-08601
Bimbo Bakeries USA, Inc fdba Bimbo Foods Inc.	20-08270
Biofilm, Inc.	20-08271
Birmingham Industrial Enterprises LLC	20-08946
Blass	20-08881
Blue Wheel Media LLC	20-08273
Bon-Aire Industries, Inc.	20-08273
Borkowski	20-08640
BP Lubricants USA Inc.	20-08274
Brabham	20-08625
Bre/Pearlridge LLC	20-08275
Brendan Goldman, Inc. dba Corporate Resources Inc	20-08276
Brightedge Technologies Inc.	20-08604
Brink's Incorporated fdbs Dunbar Armored, Inc.	2219103
Briscoe Air & Heating LLC	20-08605
Brooks Beverages Management Company	20-08606
Brown Management Group, Inc.	20-08607
Brunk	20-08759
BT Granite Run LP	20-08609
Build4You LLC	20-08610
Bulova Watch Company, Inc. fdbs Bulova Corporation	20-08279
Bush Roofing Inc.	20-08611
C & C Sage, Inc	20-08283
C & D Contracting, LLC	20-08284
C & M Landscape & Design Inc.	20-08612
California Heating and Cooling Inc.	20-08613
Cam Lincoln LLC	20-08614
Campanella	20-08591
Capital Building Services Group, Inc.	20-08290
CareerBuilder, LLC	20-08292
Carmelo's Custom Marble & Tile Inc.	20-08862
Carolina Green Lawn Care, LLC	20-08863
Carte	20-08761
Cascade Flooring Pros, Inc.	20-08616
Castle Alliance, Inc.	20-08293
Catalyst Career Group, LLC	20-08294
Caveys Garage Systems Inc.	20-08617
Central Arizona Supply, Inc.	20-08864

Century Frozen Foods, LLC	20-08618
Cfm Equipment Distributors, Inc.	20-08619
Chae	20-08723
ChannelAdvisor Corporation	20-08298
Chattem, Inc.	20-08299
Chevez HVAC Inc.	20-08620
Chicago Aerosol, LLC dba Elco Laboratories	20-08301
Chicago Beverage Systems, LLC	20-08621
Chivino Surfaces LLC	20-08622
CIT Group, Inc. fdba CIT Group Commercial Services, LLC; and Millwork Holdings Co., Inc.	20-08304
Citizen Watch Company of America, Inc.	20-08307
Clackamas Heating & Cooling LLC	20-08627
Classy Closets	20-08308
Clean A Way LLC	20-08628
ClickSoftware, Inc.	20-08312
C-Life Group Ltd.	20-08313
Coast Appliance Parts Company	20-08945
Coast To Coast Computer Products, Inc.	20-08865
Coastal Beverage Company, Inc.	20-08629
Coastal Staffing Service, Inc.	20-08315
College Concepts, LLC	20-08316
Comfy Construction, LLC	20-08317
CommerceHub, Inc. fdba Commerce Technologies, Inc.	20-08318
Concept Windows Siding & Roofing LLC	20-08632
Connexity, Inc.	20-08320
Consumers Unified LLC	20-08633
Container Systems, Inc.	20-08634
Copley Ohio Newspapers, Inc.	20-08322
Coral Way Associates Ltd.	20-08635
CoralCs / Ltd. Associates	20-08866
Corley Construction, Inc.	20-08867
Counter - vation Inc.	20-08324
Counter Impressions, LLC	20-08326
Countertops Unlimited Of Texas, Inc.	20-08636
Countrywide Pipe Restoration, LLC	20-08327
County Restaurant Supply	20-08329
Cox Media Group, LLC dba Cox Newspapers	20-08331
Crayola LLC	20-08332
Crown Services, Inc.	20-08334

Curran Renovations LLC	20-08637
Custom Air Services, Inc.	20-08336
CW Joint Venture LLC	20-08638
Cynergy Trading Corp.	20-08337
D & A Contracting	20-08868
Dallas Independent School District	20-08340
Dalplano, Inc.	20-08341
Dal-Tile Distribution, Inc.	20-08343
Dan Post Boot Company	20-08639
Daniel J. Edelman, Inc. dba Edelman Digital	20-08345
Danken Building Materials Distribution, Inc.	20-08348
Dart Container Corporation	20-08349
DataSpan Holdings, Inc.	20-08350
De Bole	20-08749
De Pena	20-08919
Declue Construction LLC	20-08643
Deel and Carter Heat and Air "LLC"	20-08351
Defined Countertops Inc.	20-08644
Delta Packaging Inc.	20-08645
Dem Holdings, Inc.	20-08352
Dennemeyer & Co. LLC	20-08646
Dentalcare Partners Inc.	20-08647
Detroit Newspaper Partnership, L.P. fdba Detroit Newspaper Agency	20-08353
Dewhurst	20-08765
DGS Heartland Woodcraft LLC	20-08869
Dice Career Solutions, Inc.	20-08648
Dickinson Wright PLLC	20-08354
Dimar USA, Inc. fdba DCT (Special Projects) Inc.	20-08355
Discover Marble and Granite Inc.	20-08649
DisMart LLC	20-08214
Distribution Integrated Services, LLC	20-08216
Donerightsidingandwindows Inc.	20-08870
Dragoo	20-08778
DS Services of America, Inc. dba Standard Coffee Service	20-08207
Dukers Appliance Co., USA Ltd	20-08650
Dunn Carney Allen Higgins & Tongue LLP	20-08871
Duracell Distributing LLC	20-08219
Durham Supply, Inc.	20-08221
Dxd Investments, LLC	20-08651



E&E Co. Ltd.	20-08223
E.T. Browne Drug Co., Inc.	20-08224
Earthgrains Baking Companies, LLC	20-08229
EastGate Electric	20-08872
Echo Bridge Acquisition Corp. LLC	20-08231
ECM Publishers, Inc.	20-08233
ECS Tunning, LLC	20-08236
Edealszone, Inc.	20-08238
Edgewell Personal Care Puerto Rico, Inc.	20-08246
Eforcity Corporation	20-08654
Elias	20-08624
Elite Enterprises Inc.	20-08655
Elk River Greenhouse LLC	20-08656
EMAC Construction LLC	20-08657
Empire Countertops, LLC	20-08658
EmployBridge, LLC dba Select Staffing	20-08247
Employment Solutions, Inc.	20-08250
Enchante Accessories Inc.	20-08254
Endeavor Tool Company LLC	20-08659
Endless Games, Incorporated	20-08256
Energizer Holdings, Inc. dba Armored AutoGroup Inc.	20-08259
Energy Solution Group	20-08873
Entercom Communications Corp.	20-08262
Environmental Waste Services LLC	20-08660
EOS Products LLC	20-08661
Epsilon Data Management, LLC	20-08264
Equifax Information Services LLC	20-08267
Estrada	20-08713
Etienne	20-08631
Evergreen USA LLC	20-08662
EZ Maintenance Services, LLC	20-08280
Facility Products and Services LLC	20-08663
Factory Outlet Store II LLC dba FactoryOutletStore.com	20-08281
Fast Forward, LLC	20-08285
FCR Roofing & Construction, LLC	20-08664
Felix Calls, LLC	20-08287
Field Manufacturing Corporation	20-08289
Figueroa Ceron	20-08899
Fingerprint Communications, LLC	20-08665

Fisher Unitech, LLC	20-08298
Florida Atlantic Air Conditioning and Repair Corp.	20-08666
Florida Roof, LLC	20-08667
FLP, LLC fdba Frontline Products Inc.	20-08300
Food Warehouse Corp.	20-08303
Footwear Specialties International, L.L.C.	20-08305
Foundation Consumer Healthcare LLC	20-08668
Franke Kitchen Systems, LLC	20-08306
Front Range Electric Inc.	20-08669
G & J Pepsi-Cola Bottlers, Inc.	20-08309
G & M Appliance Supply Inc.	20-08672
Gannett Co. Inc	20-08670
Garcia Family Enterprises, LLC	20-08310
GateHouse Media, LLC dba Watertown Public Opinion	20-08323
Gensco, Inc.	20-08328
Georgia Subsequent Injury Trust Fund	20-08673
Gerali Custom Design, Inc.	20-08330
Gerardo Almaguer	20-08674
Ghirardelli Chocolate Company	20-08335
Gildan Branded Apparel SRL LLC	20-08338
Gilligan	20-08822
Gina Group LLC	20-08339
Gipson Heating and Cooling Inc.	20-08675
Giraldo Quintana	20-08676
GK Preferred Income II (Ridgmar) SPE, LLC	20-08342
Glamour Corporation	20-08344
GMG HVAC Inc.	20-08677
Goodtimes Brand Inc.	20-08347
Gordon Sinift	20-08678
Goscha Enterprises, L.L.C.	20-08874
GR Electrical Services, Inc.	20-08356
Granite America Ohio LLC	20-08679
Graypoint Construction Inc.	20-08680
Greenhill Inc. dba American Bakery	20-08357
Greg Watkins	20-08681
Guahan Waste Control Inc. dba Mr. Rubbishmann	20-08360
Gulf Coast Building Products, Inc.	20-08361
H T R Mechanical LLC	20-08682
H. Best, Ltd.	20-08362

Habegger-Meyers HVAC Distribution, Inc.	20-08363
Hairstylists Management Systems, Inc.	20-08683
Halifax Media Group, LLC	20-08364
Hana Financial, Inc.	20-08684
Harmony Homes, Inc.	20-08365
Havas Formula, LLC	20-08366
Hearthmark, LLC dba Jarden Home Brands	20-08368
Heaven S Breeze A C & Heating LLC	20-08685
Heely-Brown Company	20-08686
Helen Andrews, Inc.	20-08369
Herbert Meyer	20-08687
Hernandez	20-08615
Hoffmaster Group, Inc.	20-08370
Holsum De Puerto Rico, Inc.	20-08371
Home Depot U.S.A. Inc. dba The Home Depot Pro Institutional dba SupplyWorks	20-08372
Home Improvements By Duane And Adam LLC	20-08875
HomeCare Labs, Inc.	20-08374
HOS II, L.L.C.	20-08375
Hosegera	20-08884
Houston Chronicle	20-08376
Howen Enterprise	20-08876
Hudman	20-08789
Huguenot Laboratories, Inc.	20-08377
Hunger	20-08893
Hunters Ridge of Ocala Ltd.	20-08688
HVAC Repairs LLC	20-08689
Hy Ko Products Company	20-08690
Hye Class Carpet Contractor	20-08877
Ibarra 1618	20-08889
Iberville Ceramic	20-08878
Ideal Floorcovering LLC	20-08691
Ideal Marble, Inc.	20-08692
Ikeddi Imports LLC	20-08378
Importique Corp.	20-08379
Indeed, Inc.	20-08380
Infinite Peripherals, Inc.	20-08693
Infinitude Creative Group, LLC	20-08694
Installation Corp. & Construction LLC	20-08695

Integrated Merchandising Solutions LLC fdba Integrated Merchandising Systems LLC	20-08382
Intellex Technologies Inc.	20-08696
Interactive Communications International, Inc.	20-08697
International Paper Company	20-08383
Intralinks, Inc.	20-08384
Iolani Sportswear Limited	20-08698
iPROMOTEu.com, Inc.	20-08385
IQ Accessories Inc.	20-08699
Irimia	20-08729
Irish Downs, Inc.	20-08700
Iron City Construction LLC	20-08701
Isidro Ramirez	20-08702
J & L Installs, LLC	20-08387
J Cee Air Conditioning and Heating LLC	20-08703
J.K. Marketing Corporation of Illinois fdba J.K. Marketing Corp.	20-08388
Jack Ochodnicki Electric LLC	20-08704
James Youngs	20-08705
Jane Y Li O.D.	20-08706
Jason McBride	20-08707
Javier Hernandez	20-08708
Jay Franco & Sons Incorporated	20-08389
JC Heating & Air Conditioning LLC	20-08710
Jeffrey Allen Oliphant dba All American Tree & Lawn	20-08390
Jemmys HVAC Corp.	20-08709
Jenkins R W Heating	20-08882
Jos	20-08630
Jose Rivera Mandes Ingenieria, P.S.C.	20-08885
JPHowell and Associates Inc.	20-08711
JRF Properties, LLC	20-08712
Kalil Bottling Co.	20-08715
Kamp-Rite Tent Cot Inc.	20-08392
Kazoo, Inc.	20-08717
KB Air & Heating, LLC	20-08718
KC Pharmaceuticals, Inc.	20-08393
Kellogg Sales Company	20-08394
Kendall Q Carter Contracting LLC	20-08719
Kenney Manufacturing Company	20-08395
Kent International Inc.	20-08396
Kessler	20-08903

Khwaja	20-08879
Kim	20-08809
Kings Construction	20-08886
KMR Print, Inc.	20-08397
Knickerbocker Bed Company	20-08572
Koa USA, Inc. dba Koa Brands Company	20-08398
Kofax, Inc.	20-08399
KS Design Remodeling Inc.	20-08721
KS Heating and Air Conditioning, Inc.	20-08722
Kutsar	20-08834
Kw Home Improvement Ltd.	20-08724
Kwan	20-08802
KX Technologies LLC	20-08400
Larry Methvin Installation Inc.	20-08725
Lavish Clothing, Inc.	20-08401
Leader Electrical Contractors Inc.	20-08887
Legare Investments, Inc.	20-08574
Leick Furniture, Inc.	20-08727
Leif J. Ostberg, Inc.	20-08402
Liberty Coca-Cola Beverages LLC	20-08404
Lift Trucks & Parts, Inc.	20-08888
LiquidPlanner, Inc.	20-08405
Lithographix, Inc.	20-08406
Loomis Armored US, LLC	20-08407
Los Angeles Times Communications LLC dba Los Angeles Times	20-08408
Luce, Schwab & Kase, Incorporated	20-08409
Luv N' Care International, Inc. fdba Luv N' Care, Inc.	20-08410
Luxe Media Group LLC	20-08730
M.Z. Berger & Co. Inc.	20-08411
Ma	20-08918
Mackey Investments Sears, LLC	20-08731
Magic Air Heating, Air Conditioning & Refrigeratio	20-08890
Maintain It Roof Systems	20-08891
Mancia	20-08641
Mann + Hummell Purolator Filters LLC	20-08733
Marble	20-08642
Mardan Services Group Corp.	20-08734
Marquez Brothers International, Inc.	20-08412
Mars Petcare US Inc.	20-08413

Marsh	20-08790
Marvic Corp.	20-08414
Mcdermott Top Shop LLC	20-08735
Mckinley Jr	20-08780
McLane Manufacturing, Inc.	20-08415
Mdm Garage Doors, LLC	20-08736
Mead Johnson Nutrition (Puerto Rico), Inc.	20-08416
Mechanical Design & Service LC	20-08417
Mechanics Time Savers, Inc.	20-08418
Medline Industries, Inc.	20-08419
Meier Supply Company, Inc.	20-08420
Melissa & Doug, LLC	20-08421
Melitta Inc.	20-08737
Mello	20-08623
Melo Construction NW LLC	20-08422
Michael's Flooring Service LLC	20-08944
Michael's Greenhouses, Inc.	20-08423
Micheal A. Simmonds, Co.	20-08892
Michelin Star, Inc.	20-08423
Mile High Home Maintenance Inc.	20-08738
Milk Industry Management Corporation dba Balford Farms	20-08425
ML Installers NY, Inc.	20-08740
MMC Mechanical Contractors, Inc.	20-08741
Mogi Branding LLC	20-08742
Mondelez Global LLC	20-08426
Money Mailer, LLC	20-08427
Moore Granite & Tile LLC	20-08894
Morales Distributors Inc.	20-08428
Morgan John Spake dba A Good Company aka AGC	20-08429
Morrow Meadows Corp.	20-08743
Moses A C	20-08895
MR2D Global Trading, LLC	20-08430
Munch's Supply Co.	20-08432
Murowsky	20-08776
NAPC, Inc.	20-08744
Nationwide Lift Trucks Inc.	20-08745
Nature's Mark LLC	20-08746
Naumann/Hobbs Material Handling Corporation II, In	20-08896
Neil Kravitz Group Sales, Inc.	20-08747

Neographics, Corp.	20-08434
Netmining LLC	20-08435
Neuco, Inc.	20-08436
New Horizons Computer Learning Centers, Inc.	20-08897
NewAge Products Inc.	20-08437
Neway International Inc.	20-08748
Newman Services, Inc.	20-08438
Niagara Bottling, LLC	20-08439
Nilima Online Services Inc.	20-08898
Nir Roof Care, Inc.	20-08440
Noma Enterprises LLC	20-08750
Northern Bottling Co.	20-08442
Northwest Pallet Services, LLC	20-08443
Northwest Permit Inc.	20-08751
Northwest Remodel Guys, LLC	20-08752
Nourse	20-08602
Nu Vision Contracting Services, LLC	20-08753
Nuwave Heating & Cooling, Inc.	20-08900
NYL Holdings, LLC	20-08754
Oberpriller	20-08603
Oeffinger Crone Heating & Cooling Inc.	20-08901
Office Depot, Inc.	20-08444
Okerlund	20-08739
Olivas	20-08714
One Planet OPS Inc.	20-08755
Onix Networking Corp.	20-08445
Openers Plus Inc.	20-08756
Orban's Nursery, Inc.	20-08757
Original Gourmet Food Company, LLC	20-08446
Outsell Consulting, Inc.	20-08758
Pagacat Inc. dba Wondershopping	20-08447
Pallet Consultants Corp.	20-08448
Parfums de Coeur, Ltd.	20-08449
Parish	20-08652
Partney Heating and Cooling LLC	20-08760
Pathfinder, Inc. dba PSS Pathfinders Inc.	20-08450
Payless Construction, Inc.	20-08763
Peirce-Phelps LLC	20-08451
Penn	20-08880

Pennsylvania Joint Board dba Pennsylvania Joint Board Workers United	20-08452
Penny Power, Ltd.	20-08453
Penske Truck Leasing Co., L.P.	20-08454
Perio, Inc.	20-08764
Permission Data, LLC dba AdQuire Media	20-08456
Peterson Technology Partners, Inc.	20-08457
Pham	20-08720
Philco Installation LLC	20-08904
PICO Manufacturing Sales Corp.	20-08458
Pierson Tops	20-08905
PINNACLE Express, Inc.	20-08460
Plum Group, LLC	20-08766
PR Newswire Association LLC fdba PR Newswire, Inc.	20-08463
Prairie Mountain Publishing Company LLP dba Praire Mountain Media	20-08464
Precision Air Comfort LLC	20-08767
Pressman Toy Corporation	20-08465
Pro Cabinets And Refacing LLC	20-08906
Project Resource Solutions, LLC	20-08907
PROTECH Delivery & Assembly	20-08466
PTS Consulting Services LLC dba ProcureTechStaff	20-08462
Quality Handyman	20-08908
Quality HVAC Systems LLC	20-08943
Quality Mechanical Professionals Inc.	20-08768
Quality Roofing And Services Inc.	20-08769
Quest Products, LLC fdba Quest Products, Inc.	20-08469
QuinStreet, Inc.	20-08470
R & W Leasing Inc.	20-08770
R.C. Temperature Control Heating & Air Conditionin	20-08909
Rainbow Cotton Candy LLC	20-08771
Raman K. Patel dba Aviram Properties LLC	20-08471
Ranir, LLC	20-08472
Rasmussen Exteriors	20-08910
Rawlings Sporting Goods Company, Inc.	20-08473
Red Ventures, LLC	20-08911
Reddoch	20-08716
Reddy Ice LLC	20-08474
Redguard LLC	20-08772
Reed Group Management LLC	20-08476



Refresco Beverages US Inc. fdba Cott Beverages USA Inc.	20-08477
Regal Home Collections Inc.	20-08478
Renfro Corporation	20-08479
Republic National Distributor Co. LLC	20-08773
Resilion, LLC	20-08480
Revimedia, Inc.	20-08850
Revise Clothing Inc.	20-08481
Revlon (Puerto Rico) Inc.	20-08482
Reynolds Consumer Products LLC fdba Reynolds Consumer Products Inc.	20-08484
Reynolds Presto Products Inc.	20-08485
Rich Knapp LLC	20-08774
Ricola Inc.	20-08775
Ringgold Growers	20-08912
Roanld P. Sorce, A.I.A., Architects, P.C. dba Sorce Architecture, P.C., a Professional Corporation	20-08488
Robin Apple LLC	20-08777
Rock Content dba ScribbleLive fdba I-On Interactive Inc.	20-08489
Rock Content dba ScribbleLive fdba I-On Interactive Inc.	20-08489
Rockstep Capital Opportunity Fund I LLC	20-08913
Rockstep Janesville LLC	20-08779
Rockstep Meridian LLC	20-08914
Roofconnect	20-08915
RTH Mechanical Services, Inc.	20-08491
S&P Global Inc. dba S&P Global Ratings	20-08492
Saint-Gobain Abrasives, Inc. dba Norton Abrasives Group	20-08493
Salesforce.com, Inc.	20-08494
Sam Mechanical Inc.	20-08781
Samayoa	20-08653
Sandhills Comm Lawn Services Inc.	20-08782
Sandu Inc.	20-08495
Sasha Handbags, Inc.	20-08496
Schneider & Onofry, P.C.	20-08783
Schoenherr	20-08728
Securosis LLC	20-08851
SEKO Enterprises, LLC fdba SEKO Worldwide	20-08499
Select Systems Technology, Inc.	20-08785
Sennco Solutions, Inc.	20-08786
Serrano Heating And Air, LLC	20-08916
ServiceBench, LLC	20-08500

Shannon Heights Heating Inc.	20-08787
Shanti Corporation dba Vijay Gold Designs USA	20-08501
Shareasale.com Inc.	20-08788
Sharp Electronics Corporation	20-08502
Sherman Square	20-08917
ShopChimney.com, Inc.	20-08504
Shoreline Const LLC	20-08791
Sign & Lighting Services LLC	20-08792
SJC Resources, Inc.	20-08793
SJK Development, Inc.	20-08507
Smart AC Services LLC	20-08794
Smart Direct LLC	20-08795
Smart Surplus Inc.	20-08796
Software One, Inc.	20-08797
Soho Corporation	20-08508
Solid Choice Inc.	20-08920
Soteer Limited	20-08798
Soteer Limited	20-08921
South Central GWB Co., Inc.	20-08509
South Mountain Air Conditioning & Heating, Inc.	20-08922
Southern Exchange, L.P.	20-08510
Southern Refrigeration Corporation	20-08511
Southwest Kitchen & Bath	20-08923
Southwest Material Handling, Inc.	20-08512
Speer Mechanical	20-08924
Spencers Air Conditioning & Appl. Inc.	20-08799
Sphere Consulting, Inc.	20-08513
Sprayco	20-08925
Springs Window Fashions, LLC	20-08514
SRS Distribution Inc. dba Bill Wahl Supply	20-08515
Star Roofing Corp.	20-08800
Statesboro Herald Publishing Company	20-08926
Steamboat Pilot	20-08927
Steiner Construction Inc.	20-08801
Steven Vardi, Inc.	20-08516
Stone & Beyond, Inc.	20-08517
Stone Edge Countertops, LLC	20-08803
Stone Interiors New Orleans LLC	20-08804
Stoner Inc.	20-08805

Storm General Builders Inc.	20-08806
Stuck's Heating And Cooling	20-08928
Suiza Dairy Corporation	20-08518
Sumskie Bro Construction Corp.	20-08807
Sun Coast Media Group, Inc.	20-08808
Sun Community News	20-08929
Sun Image Distributors, Inc.	20-08519
Sunbeam Products, Inc. dba Jarden Consumer Solutions	20-08520
Sunny 84, LLC fdba Ora Interactive, LLC	20-08521
Sunny Days Entertainment LLC	20-08810
Sunshine Landscaping Maintenance, LLC	20-08811
Sunvalley Mechanical LLC	20-08812
Superior Granite, Inc.	20-08813
Superior Lawnmower Center Inc.	20-08814
Suzanne El-Habre	20-08522
Swim 'N' Play, Inc.	20-08523
Swon Exterior Solutions Inc.	20-08815
T Lex, Inc.	20-08816
Talmadge	20-08824
Taylor Installation Service, LLC	20-08930
Tecumseh Heating And Air	20-08931
Teczia It Services LLC	20-08817
TeleCheck Services, Inc.	20-08524
Temperature Control Specialties, Inc.	20-08932
Temperature Design Heating And Air, LLC	20-08933
Temperature Equipment Corporation	20-08525
Tenmark Industrial LLC	20-08818
Texas Community Media LLC dba Longview News-Journal	20-08527
Textiles From Europe, Inc.	20-08528
Thao-Thanh Pham O.D., Inc.	20-08819
The Best Deals For You LLC	20-08820
The Brandt Companies, LLC	20-08529
The Climatic Corporation dba EHP Direct South	20-08530
The Counter-Fitters Incorporated	20-08531
The Countertop Company, Inc.	20-08821
The Daily Interlake	20-08934
The Hartz Mountain Corporation	20-08532
The McClatchy Company	20-08671
The Mibro Group, L.C.	20-08935

The ServiceMaster Company, LLC dba ServiceMaster Clean	20-08533
The Waldinger Corporation	20-08534
Thief River Falls Times, Inc.	20-08936
Titan Manufacturing and Distributing, Inc. dba Titan Distributors, Inc	20-08535
TMC Marketing, Inc. dba FixMyToys	20-08536
Tom C. Construction, Inc.	20-08823
Top Step Development, LLC fdba Top Step Manufacturing, LLC	20-08537
Tote Maritime Alaska, LLC fdba Totem Ocean Trailer Express	20-08538
Trane U.S. Inc.	20-08539
TRC Environmental Corporation	20-08541
Treasure Coast-JCP Associates, Ltd.	20-08542
Tri Sales Marketing LLC	20-08826
Trib Real Estate Company, LLC fdba Tribune Review Publishing Company	20-08543
Trimark ERF Inc.	20-08827
Tyree-Little's Heating & Cooling, LLC	20-08828
U.S. Nonwovens Corp.	20-08544
Unique Air Conditioning Inc.	20-08829
Unique Designs By Michael A. Del Bonifro Inc. dba Unique Design Inc.	20-08545
Unique Sports Products Inc.	20-08546
United Building Contractors LLC	20-08830
Up North Trucking Inc.	20-08831
Upstart Group, LLC	20-08832
URS Corporation	20-08548
US Air Comfort	20-08937
Valassis Direct Mail, Inc.	20-08549
Valley Fabricators, LLC	20-08549
Valpak Direct Marketing Systems, Inc.	20-08551
Valvoline LLC	20-08552
Ventura TV Video Appliance Center Inc.	20-08833
Villagomez	20-08762
Viniteck International Inc.	20-08836
Vinson Advertising	20-08938
VIP III, L.L.C.	20-08554
Vision Construction & Developers, LLC	20-08837
Visual Land Inc.	20-08838
Volny	20-08626
Vu O.D.	20-08883

Vue O D	20-08902
W J O Neil Chicago LLC	20-08839
W. W. Gay Mechanical Contractor Of Gainesville, In	20-08939
Wally Flooring LLC	20-08841
Walsh	20-08784
Welcome Industrial Corporation	20-08840
Westport Corporation	20-08555
Westrock Mechanical Corp.	20-08842
WEX Inc. dba WEX Bank	20-08556
White Mountain Tissue, LLC dba Gorham Paper and Tissue	20-08557
William R. Farnell	20-08558
William R. Meixner & Sons	20-08559
William Robin Palmer	20-08560
Williams	20-08726
Window Right Brothers LLC	20-08843
Winplus North America Inc.	20-08844
Womble Bond Dickinson (US) LLP fdba Womble Carlyle Sandridge & Rice, LLP	20-08561
Woodstream Corporation	20-08845
Works Construction, Inc.	20-08941
World Tech Toys, Inc.	20-08562
YellowDevil LLC	20-08563
Yelnats, Inc. fdba Stanley Creations, Inc. fdba SGG Inc. ; and Istar Jewelery LLC	20-08564
Yes To, Inc.	20-08565
YJ USA Corp. dba Jump King	20-08566
Yoss Heating & Cooling LLC	20-08846
YRC Inc. dba YRC Freight	20-08567
Yuwen Lee, O.D., Optometric Professional Corporati	20-08847
Zebra Technologies International, LLC	20-08568
Zeno Group, Inc.	20-08942
Zeno Group, Inc.	20-08569
ZG Apparel Group LLC	20-08570
ZIM American Integrated Shipping Services Company, LLC	20-08571
Zircon Corporation	20-08848
Zuck	20-08608
Zuckerfan Limited	20-08849

\* 687 Adversary Proceedings



**Exhibit 2**

**AVOIDANCE ACTION PROCEDURES**

**A. Effectiveness of the Procedures Order**

1. This Procedures Order approving the procedures Motion shall apply to all Defendants in the Avoidance Actions listed on **Exhibit 1** attached hereto. To the extent a Party is a Defendant in an Avoidance Action subject to this Procedures Order governing cases less than or equal to \$500,000, and is also a defendant in a separate adversary proceeding governed by the procedures order covering those cases with an amount in controversy greater than \$500,000, the Parties shall meet and confer to decide whether the actions should proceed under one procedures order or the other. If an agreement cannot be made, the parties may apply to the Court for resolution.
2. The Procedures Order will not alter, affect or modify the rights of Defendants to seek a jury trial in or withdrawal of the reference of, Avoidance Actions or otherwise to move for a determination on whether the Court has authority to enter a final judgment, or issue proposed findings of fact and conclusions of law, in an Avoidance Action under 28 U.S.C. § 157, and all such rights shall be preserved unless otherwise agreed to in a responsive pleading consistent with the Bankruptcy Rules and Local Bankruptcy Rules.

**B. Extensions to Answer or File Other Responsive Pleading to the Complaint**

3. The time to file an answer or other responsive pleading to a complaint filed in an Avoidance Action shall be extended by 60 days such that an answer or other responsive pleading is due within 90 days after the issuance of the summons.

**C. Waiver of Requirement to Conduct Pretrial Conference**

4. Federal Rule of Civil Procedure 16, made applicable to the Avoidance Actions pursuant to Bankruptcy Rule 7016 (*i.e.*, pretrial conferences), is hereby waived and not applicable with respect to the Avoidance Actions. Neither the Plaintiff nor any Defendant shall be required to appear at any initial pretrial conference, including any initial pretrial conference originally scheduled pursuant to Local Rule 7016-2.

**D. Waiver of Requirement to Conduct Scheduling Conference**

5. Federal Rule of Civil Procedure 26(f), made applicable to the Avoidance Actions pursuant to Bankruptcy Rule 7026 (mandatory meeting before scheduling conference/discovery plan), is hereby waived and is not applicable to the Avoidance Actions. Thus, the parties to the Avoidance Actions shall not be required to submit a written report as may otherwise be required under Federal Rule of Civil Procedure 26(f).

**E. Discovery, Mediation, and Dispositive Motion Schedule**

6. All discovery in each Avoidance Action is hereby stayed until the mediation process set forth below (the “**Mediation Process**”) is concluded; provided that the stay of formal discovery shall in no way preclude, with respect to any Avoidance Action, the Plaintiff and applicable Defendant from informally exchanging documents and information in an attempt to resolve such Avoidance Action in advance of, or during, the Mediation Process.
7. Any open Avoidance Actions that have not been resolved and/or settled by May 29, 2020 (the “**Remaining Avoidance Actions**”), shall be referred to mandatory mediation and the Mediation Process in paragraphs 8-13.
8. Between June 1, 2020 and June 15, 2020, Defendants in the Remaining Avoidance Actions shall choose a mediator from the list of proposed mediators (each a “**Mediator**,” collectively, the “**Mediators**”) (the “**Mediator List**”) attached hereto as **Exhibit 3**. Concurrently, Defendants in the Remaining Avoidance Actions shall notify Plaintiff’s counsel of the Defendant’s choice of Mediator by contacting: (i) if Plaintiff is represented by ASK LLP, Laurie N. Miskowiec, in writing, via email at **lmiskowiec@askllp.com** or via letter correspondence addressed to ASK LLP, 2600 Eagan Woods Drive, Suite 400, St. Paul, MN 55121, or (ii) if Plaintiff is represented by Katten Muchin Rosenman LLP (“**Katten**”), Anthony Wong, in writing, via email at **anthony.wong@katten.com** or via letter correspondence addressed to Katten Muchin Rosenman LLP, 575 Madison Avenue, New York, NY 10022. If a Defendant in a Remaining Avoidance Action does not timely choose a Mediator from the Mediator List and notify Plaintiff’s counsel of the same, Plaintiff will assign such Remaining Avoidance Action to one of the Mediators from the Mediator List.
9. Upon notification of such selection or assignment, the selected Mediator shall have an opportunity to determine whether he/she has any conflicts with the Defendant(s) and, in the event of a conflict, may abstain from acting in the particular mediation. If the selected Mediator abstains, Defendant will be given another 15 days to select an alternate Mediator as described in paragraph 8 above.
10. Upon the selection of Mediators, Plaintiff, working with the Mediators, will commence scheduling mediations. Each Mediator will provide to Plaintiff the dates on which the Mediator is available for mediation and the parties shall cooperate with the Mediators and each other regarding the scheduling of mediations. Plaintiff’s counsel shall contact Defendant or Defendant’s counsel with a list of proposed dates for mediation provided by the Mediator. Mediation will then be scheduled on a first-come, first-served basis.
11. Plaintiff will give at least 21 days’ written notice of the first date, time and place of the mediation in each Remaining Avoidance Action (the “**Mediation Notice**”), which notice shall be served on the applicable Defendant.
12. Within 7 calendar days after the conclusion of the mediation, the Mediator shall file a report (the “**Mediator’s Report**”) pursuant to General Order M-452 in the



Remaining Avoidance Action, which shall be limited to stating only a) compliance or non-compliance with the General Order and b) whether the Remaining Avoidance Action settled or did not settle.

13. The Mediation Process with respect to all of the Remaining Avoidance Actions must be concluded by September 30, 2020.
14. Any open Avoidance Actions shall be required to provide the disclosures required under Rule 7026(a)(1) (the “**Initial Disclosures**”) on or before October 30, 2020.
15. All written interrogatories, document requests and requests for admission, if any, may be served upon the adverse party any time after the Mediator’s Report is filed. All written interrogatories, document requests and requests for admission, if any, must be served no later than November 30, 2020.
16. The parties to the Avoidance Actions shall have through and including February 15, 2021 to complete non-expert fact discovery, including depositions of fact witnesses.
17. Unless the parties agree to a broader scope of discovery, absent further order of the Court upon a showing of good cause, discovery will be limited solely and specifically to nonprivileged matters (i) that are properly discoverable under the Bankruptcy Rules and (ii) relate solely to the Avoidance Actions.
18. Federal Rule of Civil Procedure 33, made applicable herein pursuant to Bankruptcy Rule 7033, shall apply to the Avoidance Actions.
19. Federal Rule of Civil Procedure 34, made applicable herein pursuant to Bankruptcy Rule 7034, shall apply to the Avoidance Actions.
20. Federal Rule of Civil Procedure 36, made applicable herein pursuant to Bankruptcy Rule 7036, shall apply to the Avoidance Actions.
21. Should a discovery dispute arise, the parties’ counsel shall promptly confer to attempt in good faith to resolve the dispute. If, notwithstanding their good faith efforts to do so, they are unable to resolve a discovery dispute, the complainant shall file with the Court and email to the Court’s chambers, copying counsel for the opponent, a letter outlining said issues. Respondent must reply within two (2) business days by filing a letter on the docket with a copy emailed to the Court’s chambers, copying counsel for the opponent. Such letter, excluding exhibits, shall be no longer than two (2) pages. The Court shall then inform the parties if it will require a conference call or formal motion. At any ensuing conference or hearing on a motion, the Court will ask the parties about their prior efforts to resolve the dispute.
22. Pursuant to Federal Rule of Civil Procedure 26(a)(2), made applicable herein pursuant to Bankruptcy Rule 7026, disclosures and reports (a) concerning any issue on which a party bears the burden of proof (not including any report by Plaintiff on

insolvency) and (b) if Defendant intends to provide expert testimony regarding insolvency of the Debtors, such report, if any, shall be made to the Plaintiff on or before March 29, 2021.

23. Federal Rule of Civil Procedure 26(a)(2), made applicable herein pursuant to Bankruptcy Rule 7026, disclosures and reports (a) of the parties' rebuttal experts, and (b) Plaintiff's report on the insolvency of the Debtors, if any, shall be made to the adverse party on or before May 21, 2021.
24. All expert discovery, including expert witness depositions, shall be concluded on or before June 30, 2021.
25. The standard provisions of Federal Rule of Civil Procedure 26(e), made applicable herein pursuant to Bankruptcy Rule 7026, shall apply to the Avoidance Actions with respect to supplementation of discovery responses.
26. Either or both parties may seek leave under Local Bankruptcy Rule 7056 by email to the Court, with a copy to the counsel for the opposing party; provided, that all dispositive motions shall be filed and served at any time after the Mediation Process but before July 30, 2021. In the normal course, the Court will not permit the filing and pursuit of a summary judgment motion before the completion of discovery. Notwithstanding Local Bankruptcy Rule 7005-1, the party filing or opposing such dispositive motion shall be allowed to introduce such exhibits as needed to meet its burden of proof or rebut such burden.

#### **F. Mediation Procedures and Requirements**

27. Mediations shall take place in New York, New York, except as otherwise agreed to by the parties and the Mediator. Mediations shall be held at the law office of the Debtors' counsel, the Mediator's office, or at another location agreed upon by the Mediator; **provided, that, notwithstanding any other provision hereof, at the direction of the Mediator, any or all of the Mediation may be conducted telephonically.** Local Bankruptcy Rule 9019-1 and the Court's General Order M-452 concerning mediation procedures shall govern the mediations, except as otherwise set forth herein. General Order M-452 is available on the Court's website at: <http://www.nysb.uscourts.gov/>.
28. All proceedings and writing incident to the mediation will be considered privileged and confidential and subject to all the protections of Federal Rule of Evidence 408, and shall not be reported or admitted in evidence for any reason except to prove that a party failed to comply with the Mediation Process set forth in these Procedures.
29. The Mediators shall be required to file disclosures prior to the scheduling of mediation.
30. The parties in each Remaining Avoidance Action will participate in the mediation, as scheduled and presided over by the chosen Mediator, in good faith and with a

view toward reaching a consensual resolution. The mediation shall be attended in person by a representative of the Defendant with full settlement authority (and if a Defendant is represented by counsel, their counsel) as well as counsel for the Debtor (who must have settlement authority from the Debtors, or a Debtor representative shall appear as well), except that: (1) a Mediator, in his or her discretion, may allow a party representative to appear telephonically or, (2) the parties may consent to a party representative appearing telephonically. Any such request must be made prior to ten (10) business days before the scheduled mediation date, or Defendant is deemed to waive such request. Should a party representative appear by telephone, counsel appearing in person for that party shall have full settlement authority. To the extent a Mediator grants a party's request to appear telephonically, the requesting party is responsible for arranging for and paying any fees associated with teleconference services. Should a dispute arise regarding a Mediator's decision on whether to allow a party representative to appear telephonically rather than in person, a party may apply by email to the Court, in advance of the mediation, by sending a letter outlining said issues to chambers. The Court may then schedule a conference call to address the issues.

31. The Mediator will preside over the mediation with full authority to determine the nature and order of the parties' presentations, and the rules of evidence will not apply. Each Mediator may implement additional procedures which are reasonable and practical under the circumstances.
32. The Mediator, in the Mediation Notice (by language provided to Plaintiff by the Mediator) or in a separate notice that need not be filed, may require the parties to provide to the Mediator any relevant papers and exhibits, a statement of position, and a settlement proposal. In the Mediator's discretion, upon notice (which need not be filed), the Mediator may adjourn a mediation or move a mediation to a different location within the same jurisdiction. The Mediator may also continue a mediation that has been commenced if the Mediator determines that a continuation is in the best interest of the parties.
33. The parties must participate in the scheduling of mediation and mediate in good faith. If the mediator feels that a party to the mediation is not attempting to schedule or resolve the mediation in good faith, the mediator may file a report with the Court. The Court may, without need for further motion by any party, schedule a hearing. If the Court determines that the party is not cooperating in good faith with the mediation procedures, the Court may consider the imposition of sanctions. Additionally, if either party to the mediation is not attempting to schedule or resolve the mediation in good faith, the opposite party may file a motion for sanctions with the Court. Litigation with respect to the issuance of sanctions shall not delay the commencement of the mediation. Sanctions may include, but are not limited to, attorney's fees and costs and fees of the Mediator.
34. Upon notice and a hearing, a party's failure to appear at the mediation or otherwise comply with the Procedures Order with respect to mediation, may result in a default judgment or dismissal being obtained against the party failing to comply with the

mediation provisions. The Mediator shall promptly file with the Court a notice when any party fails to comply with the mediation provisions set forth in the Procedures Order.

35. The fees and costs of the Mediator (the “**Mediation Fee**”) shall be paid equally by the parties on a fixed-fee schedule as set forth below. The parties shall pay one-fourth of the Mediation Fee as least seven (7) calendar days prior to the commencement of mediation (the “**Initial Mediation Fee**”). The remaining fee will be due and paid by the parties on the date of mediation, should the mediation go forward. If the parties settle prior to the mediation, the Mediator must be informed of the settlement prior to seven calendar days before the scheduled mediation or the Initial Mediation Fee is nonrefundable:
- i. cases with a claim amount (as reflected in the complaint) of less than \$100,000: \$3,000.00 per case;
  - ii. cases with a claim amount (as reflected in the complaint) equal to or greater than \$100,000 and less than \$250,000: \$4,000 per case; and
  - iii. cases with a claim amount (as reflected in the complaint) equal to or greater than \$250,000 and less than \$1,000,000: \$5,000 per case.
  - iv. cases with a claim amount (as reflected in the complaint) equal to or greater than \$1,000,000 and less than \$5,000,000: \$6,000.00 per case;
  - v. cases with a claim amount (as reflected in the complaint) equal to or greater than \$5,000,000: \$7,000 per case.
36. Mediation that is continued for more than one calendar day will be continued on an hourly fee basis to be paid equally by the parties.
37. Defendants that have additional Avoidance Actions commenced against their affiliates in the Debtors’ bankruptcy cases may mediate all related Avoidance Actions at one time and, in such event, the Mediation Fee shall be based upon the combined total claim amount for all related Avoidance Actions.
38. Mediation statements shall be delivered to the Mediator 7 calendar days prior to the mediation. Unless otherwise directed by the Mediator, the mediation statements shall be shared with the opposing party, except that any party that has confidential information may share such confidential information solely with the Mediator. The Mediator will direct the parties as to further instructions regarding the mediation statements.
39. Without the prior consent of both parties, no Mediator shall mediate a case in which he/she or his/her law firm represents a party. If a Mediator’s law firm represents any Defendant in the Avoidance Actions, then: (a) the Mediator shall not personally participate in the representation of that Defendant; (b) the law firm shall notate the file to indicate that the Mediator shall have no access to it; and (c) any discussions concerning the particular Avoidance Action by employees of the law firm shall

exclude the Mediator. The Mediator's participation in mediation pursuant to the Procedures Order shall not create a conflict of interest with respect to the representation of such Defendants by the Mediator's law firm.

40. No Mediator shall be called as a witness by any party except as set forth in this paragraph. No party shall attempt to compel the testimony of, or compel the production of documents from, the Mediators or the agents, partners or employees of their respective law firms. Neither the Mediators nor their respective agents, partners, law firms or employees (a) are necessary parties in any proceeding relating to the mediation or the subject matter of the mediation, nor (b) shall be liable to any party for any act or omission in connection with any mediation conducted under the Procedures Order. Any documents provided to the Mediator by the parties shall be destroyed 30 days after the filing of the Mediator's Report unless the Mediator is otherwise ordered by the Court. However, subject to court order, a Mediator may be called as witness by any party and may be compelled to testify on a limited basis in proceedings where it is alleged that a party failed to comply with mediation procedures as required in the foregoing paragraphs of this Procedures Order.
41. All proceedings and writings incidental to the mediation shall be privileged and confidential, and shall not be reported or placed in evidence.

**G. Miscellaneous**

42. If, after dispositive motions have been filed in an Avoidance Action and a decision on the same does not resolve the matter, that Avoidance Action shall be scheduled for a trial date that is convenient to the Court's calendar. Parties should be ready to proceed to trial within three weeks after such decision is rendered. Before seeking such trial date, the parties shall have met and conferred and agreed on their best estimate of the length of the trial, taking into account the procedures set forth below. When seeking such date, they shall inform the Court's Courtroom Deputy of such estimate. Normally, the Court expects that Avoidance Action trials will not take longer than one day. If the parties believe otherwise, they should arrange a pre-trial conference before scheduling the trial.
43. On or before two weeks before the trial, the parties shall have (a) met and conferred and used their best efforts to agree on a joint agreed exhibit book and shall have identified any exhibits whose admissibility is not agreed and (b) exchanged proposed witness lists.
44. On or before one week before the scheduled trial date, the parties shall (a) submit to chambers (in hard copy) declarations under penalty of perjury or affidavits of their direct witnesses, who shall be present at trial for cross-examination and redirect, or have previously sought (by email to the Court's chambers, with a copy to counsel for the opposing party) the Court's permission to examine direct witnesses at trial and (b) submit the joint exhibit book referred to in paragraph 44.

45. The Local Bankruptcy Rules shall apply, except that this Procedures Order shall control with respect to the Avoidance Actions to the extent of any conflict with the Local Rules or other applicable rules and orders of the Court.
46. The deadlines and/or provisions contained in this Procedures Order may be extended and/or modified by the Court upon written motion and for good cause shown or consent of the parties pursuant to stipulation, which stipulation (a) if solely related to an extension of time for Defendant to file a response to the complaint, must be filed with the Court, and (b) in all other deadline extensions, must be filed with the Court, with a copy emailed to the Court's chambers and "So Ordered."
47. FAILURE TO COMPLY WITH THESE PROCEDURES MAY RESULT IN DISMISSAL OR OTHER SANCTION. If delay or other act or omission of your adversary may result in a sanction against you, it is incumbent on you to promptly bring this matter to the Court for relief.

**Exhibit 3**

**MEDIATOR LIST**

1. David Banker  
Montgomery McCracken Walker & Rhoads LLP
2. Christopher Battaglia  
Halperin Battaglia Benzija, LLP
3. Mark Felger  
Cozen O'Connor P.C.
4. Eric Haber  
Law Office of Eric Haber, PLLC
5. Jorian Rose  
BakerHostetler
6. Sean Southard  
Klestadt Winters Jureller Southard & Stevens, LLP